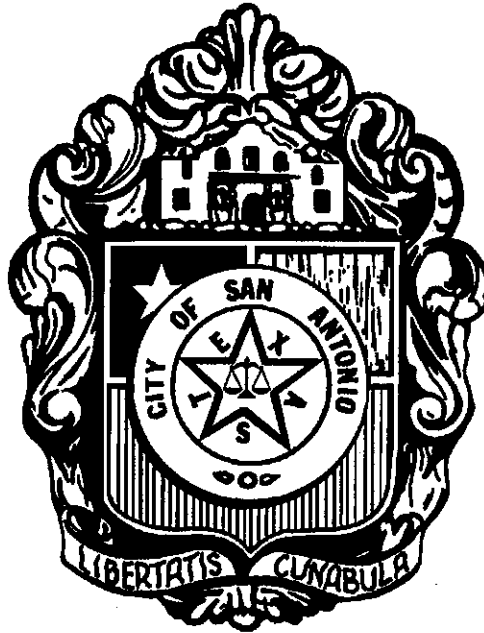


# **Incentive Agreement**

**Between  
The City of San Antonio  
And  
The Daughters of the Republic of Texas**



## **Alamo Capital Campaign** **(Project #393 Incentive Scorecard System)**

May 14, 2009

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## **Incentive Agreement Purpose**

In May 2003, the City of San Antonio created the Incentive Scorecard System and Project Scorecard to determine a Total Project Score based on a development project's (the "Project") ability to meet the goals and priorities established by the San Antonio City Council and other desired development criteria that reflect best practices.

In consideration for meeting the goals and priorities of the City as reflected in this Agreement, the Total Project Score may qualify a Project to receive specific incentives based on the criteria established for each respective incentive, subject to appropriation. The possible level of incentive (e.g., fee reductions or waivers) would be "scalable" based on the Total Project Score.(i.e., 25% fee reduction for score between X & Y). One purpose of this Incentive Agreement is to certify the Total Project Score for this specific project. Once the Total Project Score has been certified, the Developer may use this document to request specified fee waivers and/or reductions from the respective City department(s) administering the incentive(s).

The other purpose of the Incentive Agreement is to document the Developer's agreement to reimburse the City for any awarded, or forfeit any approved, incentives if the City determines that the Developer's Project has deviated from the scope, outlined below, or if incentives are awarded or approved based on any intentional or unintentional misrepresentation of information by Developer on the application or scorecard, which is restated below in this Agreement. The Developer also agrees herein to provide the City with any documentation of performance of obligations to support the information contained in this Agreement.

## **Project Information**

Name of Project:	Alamo Capital Campaign
Project Address:	700 E Houston St., San Antonio, TX 78205
Project Description:	Capital Improvements Project that will expand the footprint of the Alamo Complex for new construction, which will include sufficient employee parking, construction of new research library, and the redesign of old library.
Estimated Start Date:	November 1, 2009
Estimated Completion Date:	December 1, 2009

## Project Developer

Project Contact: Ms. Mary Carmack

Organization Name: The Daughters of the Republic of Texas

Organization Type: Non-Profit Organization

Contact Address: 10 Morning Green  
San Antonio, TX 78257

Contact Phone: (210) 415-5326

Contact E-Mail: marycarmack@sbcglobal.net

## Project Scorecard

(As verified by EDD Staff)

SCORECARD ELEMENT	POINTS
<u>Capital Investment</u>	
\$11-\$25 Million	10
<u>Development Type:</u>	
Construction or Renovation of Public Facility within CBD	45
<u>Permanent Jobs:</u>	
5-25 FTEs	5
<u>Public Enhancement</u>	
New Development or Substantial Improvement within a designated Reinvestment Zone (Federal Empowerment Zone)	10
Restoration or Rehabilitation of a Historic Property	20

New Development or Substantial Improvement in which the boundary of the development is within 1000 feet of a transit station or VIA bus stop 10

**Total Project Score: 100**

### **Project Incentives:**

Based on the total project score of 100 points your project qualifies for the following incentives (please refer to the attached incentive summary sheets for more information on each program):

- **100% Waiver of License Fees For Use of Public Right of Way;**
- **100% Waiver of Consideration for Closure of Public Right of Way;**
- **100% Waiver of Per Square Foot Fee of Barricade Permit Fee;**
- **100% Waiver of Temporary Street Closure Fee;**
- **100% Waiver of Plan Review and Building Permit Fees;**
- **100% Waiver of Preliminary Plan Review Fees; and**
- **100% Waiver of Plan Review by Appointment Fees.**

### **Incentive Agreement Certification and Terms**

The undersigned Developer certifies that all information in this Agreement and all information furnished in support of this Agreement are true and complete to the best of the Developer's knowledge and belief. Further, the undersigned Developer agrees to furnish to the City of San Antonio additional information in support of this Agreement and agrees that the City may contact any and all sources named for the purposes of evaluation, clarification and verification of the information or performance by Developer of any obligations in relation to this Agreement and Project Scorecard.

The undersigned Developer agrees to reimburse the City of San Antonio or SAWS for any awarded incentives and/or rebates received, or forfeit any awards approved, as a result of this Agreement if the City of San Antonio determines that: (1) the project has

deviated from the provided scope; or (2) the applicant has failed to furnish information related to the performance of any obligations; or (3) awarded or approved incentives were based on any misrepresentation by the Developer, intentional or unintentional, of information provided in this Agreement or furnished in support of the Project Scorecard. If the City is not reimbursed within a reasonable period of time for awarded incentives, the City at its sole option may refuse to issue any building permits, issue any certificate of occupancy, accept any development application, or accept any infrastructure improvements from such applicant. Nothing in this Agreement shall exclude any and all remedies otherwise provided by law.

The undersigned Developer agrees to comply with all provisions of the City's Tree Ordinance as required by Chapter 35, Article 5, Section 35-523 (a)(1)(D) which requires that all regulations shall apply to any projects receiving any federal, state, and/or local financial assistance.

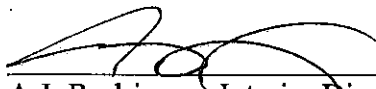
The undersigned Developer understands that this Agreement may only be officially approved by the City of San Antonio in writing by a duly authorized representative of the City of San Antonio, Economic Development Department.

The undersigned Developer further certifies that it shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, creed, color, religion, national origin, sex, age, familial status or handicap.

The undersigned Developer certifies that he/she has the authority to legally bind the named Developer/Firm/Organization to the terms and conditions associated with this Agreement.

*(signatures on the next page)*

## CITY OF SAN ANTONIO

  
A.J. Rodriguez, Interim Director  
Economic Development Department

6-1-09  
Date

## DEVELOPER/FIRM/ORGANIZATION

  
By

  
Title

MARY THOMAS CARMACK  
Printed Name

6-1-09  
Date

## ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF Bexar §

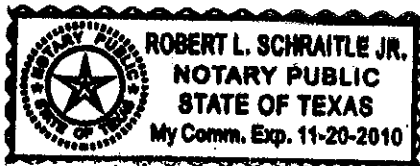
This instrument was acknowledged before me on this 1<sup>st</sup> day of JUNE, 2009

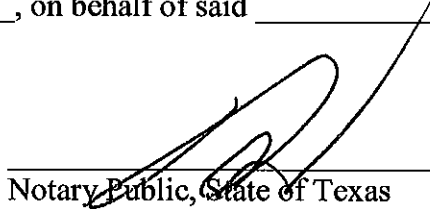
by Mary Thomas Carmack Chairwoman STF (title)

of STF Capital Campaign

a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(SEAL)



  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_